

PROCUREMENT & MATERIALS  
MANAGEMENT DIVISION

100 N. ANDREWS AVENUE  
FORT LAUDERDALE, FL 33301

Ph: (954) 828-5140; Fax: (954) 828-5576

CITY OF FORT LAUDERDALE  
INVITATION TO BID

e-mail: [purchase@ci.fort-lauderdale.fl.us](mailto:purchase@ci.fort-lauderdale.fl.us)

ITB NO. 532-8895

ISSUE DATE: 5/22/03

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**BIDS MUST BE RECEIVED  
PRIOR TO 2:00 P.M.**

**ON: 6/18/03**

TITLE: 3-YEAR LEASE-HIGH SPEED/VOLUME DIGITAL COPIER/PRINTER & PRINT CONTROLLER

PROCUREMENT SPECIALIST: Linda R. Wilson, C.P.M., CPPB

DEPT: ADM SERVICES

CONTACT FOR TECHNICAL QUESTIONS: Ronna Adams, Administrative Ass't. I

PHONE: (954) 828-5889

**Bidder Must Complete the Following:**

Vendor Name	Total Bid Discount (section 1.04)
Number & Street:	Bids are firm for Acceptance for 90 days (Section 1.05)
City, State, Zip (+4) (See General Conditions Section 1.01)	Yes _____ No _____ Other _____
If this Invitation was mailed to an incorrect address, Mark "X" here <input type="checkbox"/> and we will adjust our records	State or reference any variances (section 1.06)
Area Code and Telephone No. ( ) _____ ( 800 ) _____	Web site address: <a href="http://www/">http://www/</a> _____
FAX ( ) _____ e-mail: _____	NO BID: If not submitting a bid, state reason below and return one copy of this form (section 1.07)
Delivery: Calendar days after receipt of Purchase Order: (section 1.02) _____ days	
Payment Terms: (section 1.03) _____% , net _____	Does your firm qualify for MBE, WBE, SBE status in accordance with Section 1.08 of General Conditions? MBE _____ WBE _____ SBE _____
<p><b>How to Submit Bids/Proposals:</b> It will be the sole responsibility of the Bidder to ensure that his bid reaches the City of Fort Lauderdale, City Hall, Procurement Division, 6<sup>th</sup> floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. <b>Do not submit by facsimile. Facsimile bids will not be accepted.</b></p> <p>Each bid envelope must be sealed with the following information stated on the <b>OUTSIDE</b> of the envelope:  <b>BID No. 532-8895 Title: 3-YR Lease High Speed/Volume Copier w/Controller Opens 6/18/03 2:00 PM</b></p>	
<p><b>Vendor Certification:</b> I, the below signed hereby agree to furnish the required article(s) or services(s), at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. I have read all attachments and fully understand what is required. By submitting this bid, I certify that I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications contained in this bid. I certify that I have not divulged to, discussed with, or compared this bid with any other bidder(s) and have not colluded with any other bidder(s) or parties to this bid. I certify I am authorized to contractually bind the bidding firm.</p>	
Signature of Authorized Representative	Title (Typed or Printed)
Name of Authorized Representative (typed or printed)	Date

# RFP NO. 532-8895, 3-YR. LEASE OF HIGH SPEED/VOLUME DIGITAL COPIER/PRINTER & PRINT CONTROLLER

## City of Fort Lauderdale GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Procurement & Materials Management. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

### **PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in it's purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

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BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

## 1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

- 1.09(a) **CERTIFICATION BY BROWARD COUNTY, FL:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

## Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 **BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:  
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.  
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.  
BID – a price and terms quote received in response to an ITB.  
PROPOSAL – a proposal received in response to an RFP.  
BIDDER – Person or firm submitting a Bid.  
PROPOSER – Person or firm submitting a Proposal.  
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.  
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.  
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.  
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.  
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.  
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.  
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.  
The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

- 2.02 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

## PART III BIDDING AND AWARD PROCEDURES:

- 3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal

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page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Procurement Division immediately. Such notification must be received by the Procurement Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.

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- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

### **PART IV BONDS AND INSURANCE**

- 4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an **ADDITIONAL INSURED** and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

### **PART V PURCHASE ORDER AND CONTRACT TERMS:**

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

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- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.

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- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
  2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
  3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

## **SECTION I - INFORMATION AND SPECIAL CONDITIONS**

### **1. PURPOSE:**

The City of Fort Lauderdale currently leases a Xerox Model 5100A used by the City Hall Copy Center and intends to replace that analog technology with digital technology for the purpose of providing fully accessible connectivity to the City's network. Therefore, the City of Fort Lauderdale is requesting Bids from qualified vendors, hereinafter referred to as the Contractor, to provide one (1) high speed/high volume digital copier/printer including print controller (internal or external) and all associated hardware/software to operate equipment as a walk-up copier and for connectivity to the City's network for use by various departments. The print driver software installation on individual personal computers shall be a turnkey operation and must allow print requests (i.e., print jobs) to remain in a hold queue for later release by the Copy Center key operator. The City will enter into a thirty-six (36) month lease for the digital high speed/high volume digital copier/printer and print controller inclusive of full service maintenance and supplies, except paper and staples, in accordance with the Invitation To Bid (ITB) specifications.

The City reserves the right to make an award from any competitively bid contract awarded by the State of Florida, , county or municipality, or School Board entity, whichever is considered to be in the best interest of the City.

### **2. INFORMATION OR CLARIFICATION:**

For information concerning procedures for responding to this ITB, contact Procurement Specialist II, Linda Wilson, at (954) 828-5146. For information pertaining to the technical specifications listed herein, contact Administrative Assistant I, Ronna Adams, at (954) 828-5889. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services for bidding purposes will only be transmitted by written addendum.

#### **2.1. Last Date for Receipt of Questions:**

The last date for receipt of all questions of a material nature is stated in the ITB Schedule. It is preferred that all questions be submitted in writing to the Purchasing Division, 100 North Andrews Avenue, Fort Lauderdale, FL, 33301, Att: Linda Wilson. To facilitate prompt receipt of questions, they can be sent via FAX to (954) 828-5576, or e-mail to [lindaw@fort-lauderdale.fl.us](mailto:lindaw@fort-lauderdale.fl.us). Questions of a material nature must be received prior to the date specified in the ITB Schedule, Part 2. Proposers please note: No part of your proposal can be submitted via FAX. The entire proposal must be submitted in accordance with the Instructions To Proposers contained in this ITB.

It will be the sole responsibility of the Bidder to inspect the City's facilities and systems prior to submitting a Bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a Bid will be considered evidence that the Bidder has familiarized him/herself with the nature and extent of the work, and the equipment, City facilities, materials, and labor required.

### **3. CONTRACT TERM:**

The contract term will be for thirty-six (36) months, commencing on or about August 1, 2003. The City reserves the right to extend the contract for up to two (2), one (1) year extensions, providing (a) both parties to the contract agree to the extension; (b) all terms, conditions and specifications remain unchanged; and (c) such extension is approved by the City.

### **4. ELIGIBILITY:**

To be eligible to respond to this ITB, the bidder must demonstrate that they, or the principals assigned to the project, have successfully completed services similar in size and volume to those specified in the Scope



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of Services section of this ITB, to at least one City, government agency, or client equivalent in size and complexity to the City of Fort Lauderdale. Bidders must provide, at a minimum, a list of three (3) government or private client references.

**5. SELLING, TRANSFERRING or ASSIGNING CONTRACT:**

No contract awarded under these terms, conditions and/or specifications shall be sold, transferred and/or assigned without written approval of the City Manager, or designee.

**6. PERMITS, TAXES, LICENSES:**

The successful contractor shall obtain and pay for all necessary permits, licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules and regulations applicable for business to be conducted under this contract.

**7. INSURANCE REQUIREMENTS:**

The contractor shall provide insurance coverage as follows:

Workers Compensation as required by Florida Statutes for benefit of Contractor employees.

Comprehensive General Liability including Products/Completed Operations and Automobile Liability in the combined single limit of one million (\$1,000,000.00) dollars. **The Comprehensive General Liability insurance certificate SHALL LIST THE CITY AS AN ADDITIONAL INSURED, and shall have no less than thirty (30) DAYS NOTICE OF CANCELLATION.**

The Contractor shall provide to the Purchasing Division, original certificates of such coverage prior to engaging in any activities under this contract. No work can be started until the certificate is submitted and approved by the City's Risk Manager.

**8. INVOICES:**

The City will accept invoices no more frequently than one (1) per month. Each invoice shall be itemized detailing the charges stated on the invoice. The City will endeavor to pay invoices completely within thirty (30) days of receipt of a invoice, except for items questioned. The City shall notify the Contractor within ten (10) days of receipt of invoice of any items questioned. The Contractor shall prepare verification data for the amount claimed and provide complete cooperation during such investigation of any areas in the invoice subject to question.

**9. PUBLIC ENTITY CRIMES:**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

**10. GENERAL CONDITIONS:**

Except for the "Special Conditions", all other conditions of the General Conditions, Form G-107, Rev 7/01, are included by reference as a part of the ITB.

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**SECTION II - ITB SCHEDULE**

The City desires to complete the ITB evaluation and award process, with installation completion in accordance with the ITB schedule shown below. Bidders are requested to provide a timeline as a part of their ITB response which supports their ability to meet the City's schedule. If the Bidder is unable to meet the City's schedule, they should indicate any variances, complete with a guaranteed timeline for completion in the VARIANCES section of the Bid Summary Pages, and noted on Page 1 of the ITB form.

Release ITB	5/22/03
Last Date for Receipt of Questions of a Material Nature	6/03/03, 5:00 PM
Addendum Release (If required)	6/05/03
ITB DUE DATE (Prior to 2:00 PM)	6/18/03
City Commission Award of Contract (Anticipated)	7/15/03
ANTICIPATED COMMENCEMENT DATE	08/01/03

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**SECTION III - SCOPE OF SERVICES**

**1. SCOPE OF SERVICES:**

It is the intent of these specifications for the City of Fort Lauderdale to enter into a thirty-six (36) month lease agreement with a qualified Contractor based on a firm, fixed pricing schedule for the lease of new or **"certified"** newly remanufactured equipment as follows: **one (1) high speed/high volume digital copier/printer including print controller (internal or external) and all associated hardware/software to operate equipment as a walk-up copier and for connectivity to the City's network, fully accessible by various departments, including full service maintenance and supplies, except paper and staples.**

We anticipate walk-up copying work to continue to constitute a significant percentage of the total copying work processed by the City Hall Copy Center. We do not anticipate a need for documents to be copied, via walk-up or the City's network, to be modified, revised, manipulated, cleaned, etc. However, select documents (i.e., City Charter, Unified Land Development Regulations, standard operating procedure manuals, etc.) will need to be retained in copier memory for future recall and printing. An estimated sixty (60) percent of all copying work processed by the City Hall Copy Center requires finishing (i.e., stapling, three (3) hole punch, GBC binding, inserting pre-printed offset and xerographic color documents etc.)

**TECHNICAL INFORMATION:**

**1.1 Digital Copier/Printer Specifications:**

The equipment of this bid shall be furnished with all standard features indicated by the manufacturer's technical documentation or by the applicable publications of this specification (i.e., Buyer's Laboratory). Other equipment feature options, as available, may be required to meet these specifications and additional options may be accepted if offered.

For Bidder's guidance, the following is provided, but in no way represents a complete list of specifications for the desired equipment:

MINIMUM PAGES PER MINUTE SPEED: 100 COPIES PER MINUTE  
SIMPLEX MODE

PAPER WEIGHT RANGE THROUGH EQUIPMENT: 16 LB. BOND TO 110 LB. INDEX

PAPER CAPACITY: 4,000 SHEETS MINIMUM

MINIMUM COPIER MEMORY: 128 MB RAM; 10 GB HARD DRIVE  
DISK

MINIMUM SCANNING SPEED: 50 images per minute

REVERSING AUTOMATIC DOCUMENT FEEDER/HANDLER

LIMITLESS DUPLEX CAPACITY

AUTOMATIC TRAY SWITCHING

SIMULTANEOUS PRINTING, RIPPING AND SCANNING

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AUTOMATIC PAPER SIZE RECOGNITION/ORIENTATION

AUTOMATIC COPY MIXED ORIGINALS (8-1/2x11" TO 11x17")

LOAD PAPER WHILE RUNNING

COPY ONTO TABBED MATERIAL

AUTOMATIC COVER AND TAB INSERTION

JOB BUILD

BOOK COPY MODE

3 HOLE PUNCH, 2 HOLE PUNCH

COPY QUANTITY: 9,999

ORIGINAL CAPACITY: 100 single sided originals

MAXIMUM ORIGINAL SIZE: Ledger (11" x 17")

MAXIMUM COPY SIZE: Ledger (11" x 17")

PAPER WEIGHT RANGE: 16 lb. bond to 110 lb. Index

OUTPUT CONFIGURATION: Finisher with offset catch tray

FINISHED SET SIZE: 100 stapled sheets

STAPLE POSITIONS: THREE (3) (single, dual and landscape)

DUPLEX CAPABILITY: All modes fully automatic  
1 to 1, 2 to 2, 2 to 1

REDUCTION/ENLARGEMENT: Automatic/Variable from 25% to 400% in 1% increments

**1.2 Print Controller, Network and Management Specifications:**

The proposed copier/printer must include an internal or external Fiery driven print controller that can be centrally managed from an existing EFI Command Workstation software, providing the ability to preview, edit, and merge print jobs. The solution must also support interconnectivity between the copier/printer, print controller and management workstation on a Fast Ethernet/TCP/IP based network.

**Network Specifications**

Network Type: Fast Ethernet 100MB

Network Protocol: TCP/IP

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**Management Specifications**

EFI Command WorkStation™ supports the following features:

- Three levels of security for administration and printing
- Extensive job controls
- Thumbnail and full-screen job previews for remote job management
- Load balancing available to maximize printing resources
- Archiving of files for accessing and re-printing later
- Job Log window for detailed information on every print job
- Customizable User Interface can be tailored to workflow requirements and operator skill level

**1.3 Full Service Maintenance:**

Contractor shall provide such maintenance service as is necessary to maintain the copier/printer and print controller in good operating condition, including replacement of parts that have broken or worn out through normal use and/or necessary software upgrades. All routine, remedial and preventative maintenance service shall be included. Full service maintenance includes, but it not limited to, consumable parts such as photoconductors (imaging units, drum cartridges, masters) and fuser unit cleaner/lubricants (fuser webs, cleaning blades/rollers, wicks, felts, fuser oil).

Availability of **local (tri-county limits)** representatives to assist the City in proper application and to resolve technical problems is a requirement of this bid and the resulting contract. Contractor shall maintain service facilities and qualified personnel to service the equipment throughout the lease term.

**A complete list of factory authorized service location(s) must be submitted with the bid. Failure to comply with this requirement may result in disqualification of bid.**

Contractor shall provide timely maintenance and repair service to maintain the copier/printer and print controller's performance up to manufacturer's standards. **Service calls will be responded to within two (2) working hours; working hours are defined as 7:30 a.m. through 5:00 p.m., except Saturdays, Sundays and holidays.** Response time shall mean the arrival of a trained service person at the City Hall Copy Center. A telephone call, unless it results in solving the problem, shall not be deemed an acceptable service response.

By signing this bid, the Bidder certifies that they have the capability of servicing the equipment on which their bid is submitted. By signing the bid, the Bidder certifies service and replacement parts will be available for the lease term.

A service log will be included with the copier/printer and print controller and must be maintained by the Contractor. The Contractor will fill in the "cause of breakdown." Should the City determine the cause of the service call to be an operator error or misuse by the using department, "downtime" of that service call related to operator error will not be a factor in determining satisfactory machine performance.

Contractor shall provide a temporary replacement (loaner) unit of similar specifications, at no charge, if the digital copier/printer or print controller is not in good working condition within two (2) working days of request for service.

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The monthly invoice will be reduced by one-thirtieth (1/30) of the monthly base charge for each day that the copier/printer or print controller is inoperable and there is no loaner available after the expiration of two (2) working days. Downtime in excess of four (4) working days will be cause for determining fault.

**1.3 Parts Availability:**

- a. Contractor to maintain parts inventory locally for repair/replacement, when required, for the duration of the contract term and any extension term.
- b. Contractor to guarantee maximum twenty-four (24) hour turnaround for emergency ordered parts.
- c. Contractor to utilize genuine or factory authorized replacement parts.
- d. Contractor to utilize **STANDARD, NAME BRAND, PROVEN AND ESTABLISHED SOFTWARE. Proposer shall submit complete software information, specifications, and warranty with ITB response. Custom or Bidder's Proprietary software will not be considered for this award. This information shall include any software license or maintenance and support agreements that the City may be required to sign. All such agreements shall be subject to review and modifications by the City Attorney's Department, prior to acceptance and award.**

**1.4 Supplies**

Contractor shall provide all consumable supplies necessary for copying and printing throughout the term of the contract. Consumable supplies include, but are not limited to the following: toner, developer, filters, preventative maintenance kits, print wheels, ribbons, ink cartridges, waste toner bags/receptacles, etc. Supplies shall be delivered, at no cost, to a designated area as determined by the City. Supplies not included in the contract are paper and staples. However, a one-time supply of staples must be provided as part of start-up supplies upon delivery of equipment.

Bidders shall also offer firm, fixed pricing for staple cartridges or spools for the equipment proposed. Such pricing shall be firm for the lease term and any extension option. If firm pricing for the term of the lease and extension cannot be provided, then Bidders shall offer a firm price for the longest term, plus a maximum percentage increase, not to exceed the annual Consumer Price Index (CPI) increase.

**1.5 Reliability:**

The copier/printer or print controller failure rate shall not average more than two (2) malfunctions per month. Machines which develop a trend of requiring an excessive number of service calls shall be reported to the Department of Administrative Services for review for compliance with this provision. Failure of the Contractor to respond with corrective action so as to comply with this provision will be cause for a finding of contract default.

**1.6 Delivery/Installation Requirements:**

The City desires delivery/installation of fully certified proposed copier/printer and print controller not later than thirty (30) days after award to the Contractor, unless an alternate date is mutually agreed upon. If the Bidder is unable to meet this time schedule, **an alternate delivery/installation schedule shall be clearly indicated as a variance to the specifications, and a firm, fixed delivery/installation guarantee shall be specified in the ITB response.**

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**1.7 Estimated Quantities**

The estimated quantities provided in the bid proposal are for Bidder's guidance only. No guarantee is expressed or implied, as to quantities that will be used during the contract period. The City is not obligated to place an order for any given amount, subsequent to the award of this bid. Based on estimates, approximately 250,000 copies monthly are made in the City Hall Copy Center. The estimate is an average based upon the City's last three (3) years actual usage (from October 1, 1999 through September 30, 2002) plus the projected usage for the remainder of the fiscal year and includes an additional percentage to cover unanticipated increases in requirements.

**1.8a. Acceptable Equipment**

This bid is for new, newly manufactured or **factory approved/authorized** remanufactured equipment, as defined by Buyer's Laboratory, Inc. The equipment, if not new, shall have undergone significant disassembly to predetermined manufacturer standards, cleaning, refinishing, inspection, testing to new machine standards, replacement of defective components, installation of all mandatory field retrofits, etc.

In all cases, rebuilt, reconditioned, used, shopworn, demonstrator, discontinued, or prototype equipment is not acceptable and will be rejected. Equipment that appears as "not recommended" by Buyer's Laboratory, Inc. will not be considered for award. It is understood that the City will benefit from, and Contractor shall install any revisions, software upgrades, alterations, additions, technical improvements, or necessary modifications in the units offered, while the unit is in service with the City, at no additional cost.

If for any reason, the equipment indicated on the bid submitted is not available at time of delivery/installation, Contractor agrees to provide a high speed/high volume digital copier/printer with print controller, with all the required specifications, at no additional cost to the City.

**1.8.b. Approved Equal**

The City shall be the sole judge in determining if the item proposed is accepted as "an approved equal". All other terms and conditions of the General Conditions Form G-107 Rev, paragraph 3.06 are included in this ITB by reference.

**1.9 Substitution**

Prior written approval from the City is required for substitution of equipment. Substitute equipment, once approved, will take the same place as the original equipment. Any equipment subsequently substituted by the Contractor shall also meet the requirements of the specifications established by the original award. The City retains sole discretion to accept and approve such request when deemed to be in the best interest of the City.

Acceptable substitution conditions may be, but are not limited to, discontinuation of model bid or replacement by upgraded model.

**1.10 Technical Documentation**

All products bid must meet or exceed all conditions and specifications of the Invitation to Bid (ITB). When technical documentation is required by this ITB, its purpose is to demonstrate compliance of the product bid with applicable technical requirements of the ITB and to allow a technical evaluation of the product. Failure to provide the required technical documentation with the bid submittal shall make the bidder non-responsive, unless the City, in its sole discretion and in the best interest of the City, determines the acceptability of the products offered through technical documentation available within the City as of the date and time of bid opening. Such authority of the City shall in no way

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relieve the bidder from the ultimate responsibility to submit the required technical documentation, nor shall any bidder assume that such documentation is otherwise available to the City. The City shall not be responsible for the accuracy of the technical documentation in its possession.

**1.11 Training**

The Contractor shall schedule sufficient training sessions to adequately instruct personnel in the use of the equipment, including print controller. This is to be performed after installation and prior to actual operation. It shall also include an instruction manual and copies of software necessary in the operation of the copier/printer and print controller. Additional training periods, due to turnover of equipment operator(s), will be provided by the Contractor at no added cost to the City.

**1.12 Instruction Manual**

Instruction manuals shall be included for all equipment, including print controller and associated software. The instruction manuals shall contain, but not be limited to: 1) a section defining the capabilities of the equipment (specifications); 2) a general section describing the technical operation of the equipment; and 3) a section describing the installation and use criteria of the equipment.

**1.13 Equipment Guarantee**

Contractor will replace copier/printer or print controller, at the request of City, and without charge, if City is not satisfied with equipment performance, as determined by the Department of Administrative Services.

Equipment shall be replaced with an identical model, or equipment with comparable features and capabilities. The term of this guarantee is thirty-six (36) months, and any extension term.

**1.14 Inspection of Facilities**

**The City reserves the right, and the Bidder agrees, to visit client and/or vendor sites, prior to bid award, where the Bidder has installed the same or similar equipment and where it has been fully operational to determine if equipment meets specifications and performs in a manner that is satisfactory and will serve the best interest of the City. If upon inspection, City determines equipment fails to fulfill this criteria, then City reserves the right to make an alternate award.**

**The City shall have the right to discuss service, performance and response time with customers in their functional environment and to inspect the "condition" of equipment provided by the Contractor.**

**2. PRICING:**

The contractor shall be responsible for all costs incurred including, but not necessarily limited to delivery, installation, operator training, labor, such costs as materials (including start-up supplies except paper), and equipment. The **TOTAL MONTHLY COST TO THE CITY** shall include all costs related to the monthly lease of equipment, full service maintenance, and supplies, except paper and staples. Monthly lease fee costs shall be listed separately from maintenance. All consumable supplies required for copying and printing operations (chemicals, toners, developers, fuser oils, etc.) except paper and staples shall be delivered, at no cost, to a designated area as determined by the City.

The prices submitted by the Bidder shall remain firm and non-escalating throughout the lease period and any extension term. This shall apply to all lease agreements initiated by issuance of a purchase order at any time prior to expiration date of the contract resulting from this bid.



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**3. LEASE PROVISIONS:**

The City will enter into a lease agreement with the successful Contractor, such agreement to contain an option to exercise up to two (2), one (1) year extension terms, for the equipment contained in the ITB response. The City shall issue a purchase order referencing the bid number, inclusive of all terms, conditions and specifications.

Bidder must submit any and all documents related to the proposed equipment lease, as a part of the ITB response, if applicable. Bidder agrees that all forms are subject to review, modification and acceptance by the City Attorney's Office. Failure to include this information and the related forms may be cause for disqualification of your Bid. **If a third-party lessor shall be a part of the Bidder's ITB response, all information related to this third-party and any resulting award, must be clearly outlined within the ITB response.**

Lease agreement shall be effective on the date of acceptance of the equipment. The date of acceptance is that date on which the equipment is installed at the agreed to location, and the equipment is certified ready for use by the Contractor and accepted by the City Hall Copy Center as installed and in good working order.

Lease agreement shall terminate upon completion of the specified lease agreement period.

Unless so notified, the Contractor is requested to pick-up the equipment within ten (10) working days after the last date of the lease period, if the extension option is not exercised. The successful Contractor is required to advise the City, in writing at least twenty (20) working days prior to the end of the lease, of lease expiration and that equipment is to be removed from the City Hall Copy Center.

**4. CONTRACTOR PERFORMANCE EVALUATION:**

The Contractor's performance of repair or maintenance related services will be evaluated during the initial six (6) months of the contract period. The City will reserve the right to terminate the contract, at no additional cost to the City, at the end of the six (6) month evaluation period should the Contractor fail to meet performance standards (i.e., failure to fix recurring failures, adhere to response time requirements, inability to supply replacement/repair parts in accordance with the contract terms contained in the ITB, etc.) **The City shall not be responsible for removal, transportation or return of Contractor's equipment in the event of a cancellation related to performance evaluation failure.**

The Contractor may be required, at any time during the lease term, to attend a periodic service meeting with City representatives to review performance and/or conformance with the terms and conditions of the bid.

A report summarizing service repairs and preventative maintenance performed on the equipment, in a format acceptable to the City, may be required at any time during the lease term. The Contractor shall be given a minimum of ten (10) working days to produce such a report.

**5. EVALUATION and AWARD CONSIDERATIONS:**

The City will evaluate all responsive bids to determine which submittal best meets the needs of the City, in accordance with the ITB specifications and award criteria. Award will be based on a review of all the information submitted, a review of references, bidder's demonstrated experience, reputation of proposer and products proposed. (i.e.: equipment compatibility, personnel resources qualifications, service responsiveness), as well as the **TOTAL COST TO THE CITY** (i.e.: lease charges, full service maintenance charges and supplies charges).

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Delivery and ability to meet the City's timeline will also be considered in award. (Includes: guaranteed delivery/installation date, support services). **Indicate the delivery schedule and the method of delivery of included supplies to the City.**

**Bidders shall submit a section describing:**

- a. The features of the proposer's equipment including specifications and any printed material pertinent to the equipment. **Any and all variances must be referenced in the VARIANCES SECTION, PAGE 1 OF THE ITB FORM, SECTION 2b, and fully detailed in Bidders response narrative in the Proposal Summary section, or in a clearly defined Appendix to the ITB response.**
- b. Outline the maintenance and repair service. Bidder is to indicate response time for service calls and indicate when the copier/printer and print controller shall receive periodic routine maintenance. If Bidder maintains statistics on company's "first call fix rate," then provide this information. This plan shall be described in sufficient detail to permit the City to evaluate it fairly and with a minimum of possible misinterpretation.

In award, the City reserves the right to accept or reject any or all bids, or part(s) of bids, and to waive minor variations to the specifications and in the ITB process. The City reserves the right to award the contract to the most responsive and responsible Bidder who will best serve the interest of the City.

The City reserves the right to obtain any information deemed necessary to determine the ability of the Bidder to carry out their obligations under this contract, to include information needed to evaluate the experience and financial capability of the proposer to complete the requirements of this bid.

**6. RISK OF LOSS:**

The City shall be relieved from risks of loss or damage to all equipment leased during the period of transportation, installation, and during the entire time the equipment is in the possession of the City, except when loss or damage is due to the fault or negligence of the using department.

**7. CANCELLATION**

**The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.** The City reserves the right to cancel the agreement, if sufficient funds have not been approved and allocated to continue the lease of the equipment. Thirty (30) calendar days written notice will be required for cancellation. Cancellation will not imply any penalty or expense to the City, except as to the portions of lease payments agreed upon and for which funds have been appropriated and budgeted.

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**SECTION IV - REQUIREMENTS OF THE BID:**

All bids must be submitted as specified in the ITB. All ITB responses must include: ITB page 1, signed and completed; all Bid Summary pages; any addendum which may have been issued; any appendices by the Bidder in response to required outlined in the ITB.

Any appendices or attachments provided by the Bidder must be clearly identified. To be considered, the bid must respond to all parts of the ITB. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the bid response. If publications are supplied by a Bidder to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Bids not providing this reference may be considered to have no reference material included in the additional documents.

1. All bids must be submitted in a sealed package with the ITB number, due and open date, and ITB title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

**2. All bids must be received in the Purchasing Division, Room 619, 6th floor, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in the ITB.**

3. The bid shall be signed by a representative who is authorized to contractually bind the Contractor.

4. Bidder must submit any and all documents related to the proposed equipment lease, as a part of the ITB response, if applicable. Bidder agrees that all forms are subject to review, modification and acceptance by the City Attorney's Office. Failure to include this information and the related forms may be cause for disqualification of your Bid. **If a third-party lessor shall be a part of the Bidder's ITB response, all information related to this third-party and any resulting award, must be clearly outlined within the ITB response.**

**5. BIDDERS SHALL SUBMIT AN IDENTIFIED ORIGINAL COPY  
PLUS FOUR (4) COPIES OF ITB PAGE 1 AND ALL BID SUMMARY PAGES,  
INCLUDING ANY ATTACHMENTS.**

**THE ABOVE REQUIREMENT TOTALS FIVE (5) SETS OF YOUR ITB RESPONSE.**

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**BID SUMMARY PAGES**

**BIDDER PLEASE COMPLETE THE FOLLOWING:**

1. Company Name:  
(Legal Registered)

Principal Contact:  
(Name/Title)

Telephone No.: \_\_\_\_\_ Fax No. \_\_\_\_\_

2a. ADDENDUM ACKNOWLEDGEMENT: Proposer acknowledges that the following addenda have been received and are included in his proposal:

Addendum No.      Date Issued

2b. VARIANCES: Bidders, please detail all variances in this space or use additional space on an appendix to detail any or all variances to the ITB specifications, if applicable.

3. Indicate the number of calendar days, after contract award, installation and full operation can begin.  
\_\_\_\_\_ Calendar days from award of contract.

4. Proposer to provide a **minimum of three (3) references** for equivalent service currently being provided in this area. If additional space is required, include as an appendix to ITB response. **If additional references are provided, please attach this information as an appendix to your ITB response.**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Principal Contact: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
**Equipment Model/Brand:** \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Principal Contact: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
**Equipment Model/Brand:** \_\_\_\_\_

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Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Principal Contact: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
**Equipment Model/Brand:** \_\_\_\_\_

5. Indicate number of years in business providing this service:

\_\_\_\_ Years

6. Location of Service Facility at which spare parts inventory maintained if different from company/office location

7. List Names/Years of experience of service (i.e., repair and maintenance) and network personnel assigned to contract. **Include resumes.**

Name/Title: \_\_\_\_\_  
Responsibility: \_\_\_\_\_  
Years Experience: \_\_\_\_\_

Name/Title: \_\_\_\_\_  
Responsibility: \_\_\_\_\_  
Years Experience: \_\_\_\_\_

Name/Title: \_\_\_\_\_  
Responsibility: \_\_\_\_\_  
Years Experience: \_\_\_\_\_

**NOTE: If additional space required, include as appendix to ITB response.**

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**8. PRICING:** Bidder please complete all the following information and pricing, indicating your firm, fixed, pricing:

**EQUIPMENT PRICING/INFORMATION:**

I. COPIER/PRINTER MAKE AND MODEL: \_\_\_\_\_

PRINT CONTROLLER MAKE AND MODEL: \_\_\_\_\_

II. MONTHLY LEASE PAYMENT: (FIRM, FIXED MONTHLY COST FOR LEASE TERM/OR EXTENSION)

MONTHLY COST:                      X 36    MOS.                                      EXTENDED TOTAL COST

\$ \_\_\_\_\_                      X 36                                      \$ \_\_\_\_\_

**III. FULL SERVICE MAINTENANCE AND SUPPLIES:**

A) BASE MONTHLY CHARGE (NO COPIES INCLUDED):

\$ \_\_\_\_\_                      X 36                                      \$ \_\_\_\_\_

B) COST PER COPY CHARGE (FOR ALL COPIES):

\$ \_\_\_\_\_ X 250,000                      X 36 =                                      \$ \_\_\_\_\_

**IV. ALTERNATE OPTIONAL PRICING/FULL SERVICE MAINTENANCE & SUPPLIES: (Exclusive of monthly lease payment)**

A) FLAT MONTHLY CHARGE -ALL COPIES INCLUDED (no cost/per copy or excess)

\$ \_\_\_\_\_                      X 36                                      \$ \_\_\_\_\_

B) MONTHLY METERED COST/PER COPY (all inclusive)

\$ \_\_\_\_\_ X 250,000                      X 36 =                                      \$ \_\_\_\_\_

**GENERAL INFORMATION:**

A) DIGITAL COPIER/PRINTER

MANUFACTURER'S RECOMMENDED MONTHLY VOLUME \_\_\_\_\_

MEAN COPIES BETWEEN FAILURE \_\_\_\_\_

NATIONAL MEAN COPIES BETWEEN FAILURE \_\_\_\_\_

COPIER MEMORY \_\_\_\_\_

STANDARD HARD DRIVE \_\_\_\_\_

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FIRST COPY SPEED	_____
WARM-UP TIME	_____
SPEED – SIMPLEX MODE	_____
SPEED OF DUPLEX MODE THROUGHPUT	_____
COPYING/SCANNING RESOLUTION	_____
SCANNER SPEED	_____
PRINTING RESOLUTION	_____
LENGTH OF PAPER PATH	_____
RIP SPEED	_____
POWER REQUIREMENTS (i.e. voltage)	_____
DIMENSIONS	_____
ACOUSTIC LEVEL dB(A)	_____
B) FIERY PRINT CONTROLLER	
HARDWARE	_____
PROCESSOR	_____
MEMORY	_____
STORAGE	_____
PDL SUPPORT	_____
INTERFACE CONNECTIONS	_____
PROTOCOL STACKS	_____
OPERATING SYSTEM SUPPORT	_____
NETWORKS SUPPORTED	_____

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**V. OPTIONAL EQUIPMENT ITEM:**

Bidder, please indicate pricing for a post-process inserter (a/k/a Interposer) capable of inserting pre-printed offset and xerographic color documents in a post fuser manner.

MONTHLY LEASE PAYMENT: (FIRM, FIXED MONTHLY COST FOR LEASE TERM/OR EXTENSION.  
Pricing shall include full service maintenance.

**MONTHLY COST:**

**X 36 MOS.**

**EXTENDED TOTAL COST**

**\$ \_\_\_\_\_**

**X 36**

**\$ \_\_\_\_\_**

**VI. OPTIONAL STAPLE SUPPLY COST:**

Bidder, please indicate your Firm, Fixed Cost for Staples:

\$ \_\_\_\_\_ /per cartridge or spool  
\_\_\_\_\_ # staples/per cartridge/spool  
\_\_\_\_\_ /cartridges/spools per box

If pricing is not firm for the lease and extension term, please indicate the maximum escalation percentage increase \_\_\_\_\_. This cap shall not exceed the CPI % annual percentage.

**9. Provide documentation to support your financial ability to perform the contract services. You may include an audited financial statement, bank references and other business references. (Excluding the City of Fort Lauderdale.) A MINIMUM OF THREE (3) IS REQUIRED.**

**10. Provide a summary of any litigation filed against Bidder, principals, or individuals employed by the Bidder in the past three (3) years which is related to the services the Bidder provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.**

Please provide this information as an attachment to your ITB response.

Included? YES: \_\_\_\_\_ NO: \_\_\_\_\_

IF NO, explain: \_\_\_\_\_



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**11. Have you included the required documentation with your ITB response?**

YES:\_\_\_\_\_ NO:\_\_\_\_\_

**12. Have you included the required number of ITB response copies with your proposal?**

YES:\_\_\_\_\_ NO:\_\_\_\_\_

**13. ADDITIONAL COMMENTS:**

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8895-Copier Lease